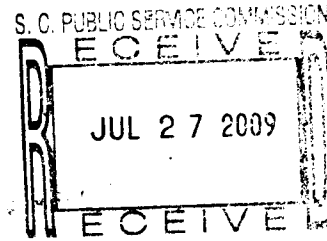


2009-311-C

218130



July 24th, 2009

**Charles L.A. Terreni, Esquire**  
Chief Clerk / Administrator  
Public Service Commission  
101 Executive Center Dr, Suite 100  
Columbia, SC 29210

Dear Mr. Terreni:

Genesis Telecommunications, LLC ("Genesis") has been involved in a dispute with United Telephone Company of the Carolinas d/b/a Embarq since Aug 29, 2008, and all attempts to resolve this matter have failed. Genesis previously filed an informal complaint with the ORS, and has undergone unsuccessful mediation. Genesis requests that a hearing be held on this matter. A copy of the informal complaint has been attached after this letter.

Sincerely,

John Lawrence  
Genesis Telecommunications, LLC.



July 10th, 2009

**Laurie L. Swygert**  
Consumer Services  
South Carolina Office of Regulatory Staff  
1401 Main Street, Suite 900  
Columbia, SC 29201

Dear Mrs. Swygert:

Genesis has been involved in an ongoing billing dispute with Embarq regarding DS1 Loops. The DS1 Loops were discovered to be billing improperly and a dispute was filed with Embarq on Aug. 29, 2008. Embarq is billing for DS1 UNE Loops, but are not delivering the service as described in Part A of the Interconnection, Collocation and Resale Agreement between Embarq and Genesis. The definition of "DS1 Loop", which is found in section 1.44 of the Agreement, is as follows:

1.44. "**DS1 Loop**" is a digital Local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.

Embarq provided Genesis with DLR records on April 15th, 2009, that described the delivered service. Genesis has researched the equipment Embarq has listed on the DLR records, and found that the maximum digital signal speed are only 12.5% of that. Genesis also tested the loop and can up with the same results, only 12.5% of what the agreements states. Embarq has also agreed that the speed of the delivered service is not as stated in the agreement.

Embarq contends that the difference in speed is insignificant when talking about telecommunications, but this is far from true. The speed of service in telecommunications is fundamental in determining the cost. Embarq also set forth in a letter dated March 23, 2009 that Genesis is expected to pay the full DS1 Loop rate or convert its DS1 Loops to another product offered by April 15th. However, Embarq did not provide any instructions on how a conversion was to be placed until May 4th even though several request had been made for this information. The conversion process is not straight forward and would take several months to complete for the amount of DS1 Loops that are currently provisioned. Since then Genesis has disconnected several DS1 Loops and replaced them with alternate services, in an attempt to prevent service loss.

Genesis is disputing the remaining 87.5% of the charges associated with these DS1 Loops. Genesis has been overbilled by \$7773.58 per month for 39 months. The total the dispute on account is currently \$303,169.60. During this period Genesis has paid Embarq over \$322,000 and is withholding \$82,720.31 on this account. Genesis requests that Embarq cease any actions to disrupt or suspend service, credit the account, issue a refund check for the credit balance on the account, and deliver the services as stated. Once the service is delivered as set forth in the Agreement, Genesis will pay the contractual rates moving forward. However, in the event that Embarq cannot deliver this service Genesis would be willing to discuss amending the Agreement.

Thank you for your prompt attention to this matter.

Sincerely,  
John Lawrence